

- If the ATM was not working properly and you knew about the problem when you started the transaction. If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- Any other exceptions as established by the Credit Union.

10. NOTICES - All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM Card.
- Report all crimes to law enforcement officials immediately.

11. BILLING ERRORS - In case of errors or questions about electronic funds transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. Call us at 585.586.8225 or 800.356.1101 or write to:
Family First of NY Federal Credit Union
2520 Browncroft Blvd.

Rochester, NY 14625

Or fax to:

Fax: 585.586.4949

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45)** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)** business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we do not receive your written statement of the suspected error within ten (10) business days of your verbal complaint, we may not credit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

** If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

NOTE: If the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

12. TERMINATION OF EFT SERVICES - You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that their authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. If your ATM/Debit card account is closed, all cards issued with the account are cancelled. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

13. GOVERNING LAW - This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws

and regulations of the state of New York and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

14 ENFORCEMENT - You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.



**FAMILY FIRST
CREDIT UNION**

East Rochester:	375 Fairport Rd. East Rochester, NY 14445
Greece	1110 Long Pond Rd. Rochester, NY 14626
Henrietta	1225 Jefferson Rd. Rochester, NY 14623
Penfield:	2520 Browncroft Blvd. Rochester, NY 14625
Webster:	850 Ridge Rd. Webster, NY 14580

585.586.8225 • 800.356.1101

www.familyfirstny.com

ATM/Debit Card Agreement and Disclosure



**FAMILY FIRST
CREDIT UNION**

ATM/Debit Card Agreement and Disclosure

This Debit Card Agreement is the contract which covers you and your rights and responsibilities concerning the debit card services offered to you by Family First of NY Federal Credit Union (“Credit Union”). In this Agreement, the words “you” and “yours” mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one or more savings and checking accounts you have with the Credit Union. Debit Card transactions are electronically initiated transfers of money from your account through the Debit Card services described below. By signing an application or account card for Debit Card services, signing your Card, or using any service, each of you, jointly and individually, agree to the terms and conditions in this Agreement and any amendments for the Debit Card services offered.

1. VISA DEBIT - You may use your Card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card member security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or, if you have opted in, activate Enhanced Courtesy Pay. Enhanced Courtesy Pay allows you to overdraw your checking account by up to \$500 when making everyday debit card purchases. If you have this feature on your checking account, it is automatically activated when all other overdraft protection options have been exhausted. You will be charged a fee each time you use Enhanced Courtesy Pay. However, if a transaction is paid that brings your account \$5 negative or less, you will not be charged a Courtesy Pay fee. To qualify for Enhanced Courtesy Pay, you must submit a completed opt-in form and be accepted into the program. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges. If the account is overdrawn for 20 or more consecutive days, a negative balance fee will be charged and your overdraft privileges will be suspended. Repeated overdrafts without Enhanced Courtesy Pay protection may result in termination of all services under this Agreement. We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If you do not have sufficient funds in your checking account or do not have overdraft coverage, we may not authorize the transaction. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, Networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your card without a PIN for certain transactions on the Visa and other networks. However, provisions of this Agreement relating to Visa transactions do not apply to transactions processed through non- Visa networks. To initiate a Visa Debit transaction, you may sign a receipt, provide a card number or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a Visa network. Please refer to the Member

Liability section of this Agreement for terms and conditions At the present time, you may also use your Card to:

- Withdraw funds from your savings and checking account.
- Access your Moneyline account.
- Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept VISA.
- Order goods or services by mail or telephone from places that accept VISA.

The following limitations on the frequency and amount of VISA Debit transactions may apply:

- You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- If one (1) or more of your loans is delinquent greater than 45 days, your debit card access will be suspended until you bring such loans current.

2. TRANSFER LIMITATIONS - None.

3. CONDITIONS OF VISA DEBIT SERVICES

a. Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions.

Visa. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash withdrawals and credits to your account. A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

d. Security of Access Code OR PIN. You may use one or more access codes with your VISA Debit. The access code issued to you is for your card’s security. Any code issued to you is confidential and should not be disclosed to third parties or recorded on or with

the Card. You are responsible for the safekeeping of your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of this access code and the Credit Union suffers a loss, we may terminate your VISA Debit services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all VISA Debit transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any VISA Debit transaction on any account from any joint account owner.

4. FEES AND CHARGES - There are certain fees and charges for electronic funds transfer services. For a current listing of all applicable fees, including the fee for using Enhanced Courtesy Pay, see our current Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the fees charges may change. We will notify you of any changes as required by applicable law. If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. MEMBER LIABILITY - TELL US AT ONCE if you believe your Card has been lost or stolen. Telephoning is the best way of reducing your possible losses. You could lose all the money in your account (including the funds available through your overdraft line of credit). If a transaction was made with your Card or Card number without your permission, and is either a VISA or Interlink transaction, you will have no liability for the transaction, unless you are grossly negligent in the handling of your card. If a transaction was made without your permission and is not a VISA or Interlink transaction, was made at an ATM or if you are grossly negligent in the handling of your card, your liability is determined as follows.

If you tell us within two (2) business days, you can lose not more than \$50.00 if someone uses your Card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, TELL US AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a

good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account or made any unauthorized purchases without your permission, call 585.586.8225, 800.356.1101 or 800.528.2273 (812.647.9794 - International Cardholders) after hours and Holidays.

or write to:

Family First of NY Federal Credit Union

2520 Browncroft Blvd.

Rochester, NY 14625

Fax: 585.586.4949

www.familyfirstny.com

If disputing an unauthorized debit card purchase, please notify the credit union within sixty (60) days of the item posting to your account.

6. RIGHT TO RECEIVE DOCUMENTATION

a. Periodic Statements. Transfers and withdrawals made through any Debit Card transactions will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

7. ACCOUNT INFORMATION DISCLOSURE - We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

8. BUSINESS DAYS - Our business days are Monday through Saturday, excluding holidays.

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.